

DEPARTMENT OF PERSONNEL ADMINISTRATION

LABOR RELATIONS DIVISION

1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95814-7243



On December 2, 2005, the Department of Personnel Administration submitted the following Memorandum of Understanding to the Legislative Analyst and the Members of the Legislature, along with a summary of its provisions.

To read a copy of that summary, [click here](#).

On January 20, 2006, the Department of Personnel Administration submitted a letter to the Legislative Analyst and Members of the Legislature deleting a provision from this tentative agreement.

To read a copy of that letter, [click here](#).

BARGAINING UNIT 2
KEY TO 2005-2007 TENTATIVE AGREEMENT
("New Language" starts on p. 8; "Rollovers" are agreements
to continue same language from 2001-2003 MOU)

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*Attachment A – New salaries will be computed based on Article 5.1 - Salaries

New Language



**Agreement between
State of California
and
California Attorneys, Administrative Law Judges and Hearing Officers
In State Employment (CASE)**

covering

**BARGAINING UNIT 2
ATTORNEYS AND HEARING
OFFICERS**

**Effective
July 1, 2005 through June 30, 2007**

Management Proposal

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Mgt
4:05 PM
PJ.

Bargaining Unit: 2

Exclusive Representative: CASE

Date: 9/30/03

Subject: State Rights'

ARTICLE 3.1

- A. All State rights and functions, except those which are expressly abridged by this MOU, shall remain vested with the State.
- B. To the extent consistent with law and this MOU, the rights of the State include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; train, direct, schedule, assign, promote, and transfer its employees; initiate disciplinary action; relieve its employees from duty because of lack of work, lack of funds, or for other legitimate reasons; maintain the efficiency of State operations; determine the methods, means and personnel by which State operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this MOU provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.
- C. This MOU is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor to limit the entitlements of State civil service employees provided by Article VII of the State Constitution or by-laws and rules enacted thereto.

2.7 Fair Share Dues – Rollover

4.3 Entire Agreement – Rollover

10/24/05

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Management Proposal

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pg. 2:37

Bargaining Unit: 2

Exclusive Representative: CASE

Date: _____

Subject: No-Strike /No Lockout Clause

ARTICLE 4.1

- A. During the term of this MOU, neither CASE nor its agents nor any Bargaining Unit 2 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. CASE agrees to notify all of its officers, stewards, representatives, agents, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interference which may be caused or initiated by others and to encourage employees violating this Section to return to work.
- B. No lockout of Unit 2 employees shall be instituted by the State during the term of this Agreement.

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W. E. Elin
CASE
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MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL #1

DATE: May 4, 2005

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4.4 Supersession

A. The following Government Code sections and all DPA regulations related thereto are hereby incorporated into this MOU. However, if any other provision of this MOU is in conflict with any of the Government Code sections listed below or the DPA regulations related thereto, such MOU provision shall be controlling. The Government Code Sections listed below are cited in Section 3517.6 of the Dills Act.

1. General

- | | |
|-------|---|
| 19824 | Establishes monthly pay periods. |
| 19839 | Provides lump sum payment for unused vacation accrued or compensating time off upon separation. |

2. Step Increases

- | | |
|--------------|--|
| 19829 | Requires DPA to establish minimum and maximum salaries with intermediate steps. |
| 19832 | Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency. |
| 19834 | Requires MSA payments to qualifying employees when funds are available. |
| 19835 | Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds. |
| 19836 | Provides for hiring at above the minimum salary limit in specified instances. |
| <u>19837</u> | <u>Red Circle Rates</u> |

3. Holidays

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|-------|--------------------------------|
| 19853 | Establishes legal holidays. |
| 19854 | Provides for personal holiday. |

4. Vacations

- | | |
|---------|--|
| 19858.1 | Defines amount earned and methods of accrual by full-time employees. |
|---------|--|

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BY
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J. Sanders

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Requires DPA to define the effect of absenceS of 10 days or less on vacation accrual.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- ~~19148~~ ~~Requires DPA to establish rules regarding vacation credit when employees have a break in service over six months.~~
- 19991.4 Provides that absenceS of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows DPA to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.
- 19862.1 Allows employees who enter civil service from an exempt position within six months to carry unused sick leave credits.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credits for IDL
- 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Provides sick leave accumulation for non-civil service employees.
- ~~19143~~ ~~Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six months.~~
- 19991.4 Provides that absences of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Paid Leaves of Absence

- 19991.3 Jury duty.

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- 19991.5 Thirty (30)-day educational leave for the medical staff and medical technicians of the Veterans' Home.
- 19991.7 Teachers' educational leave and earned credits subject to DPA rule.

7. Uniforms, Work Clothes, and Safety Equipment

- 19850 Definitions.
- 19850.1 Provides for uniform allowances.
- 19850.3 Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

8. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disabled more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

9. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.

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- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.

10. Life Insurance

- ~~20750.11 Provides for employer contributions.~~
- ~~21400 Establishes group term life insurance benefits.~~
- ~~21404 Provides for Death Benefit from PERS.~~
- ~~21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.~~
- 21600 Establishes group term life insurance benefits
- 21604 Provides for Death Benefit from PERS
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

11. Health Insurance

- 22816 Provides for continuation of health plan coverage during leave of absence
- ~~22825 Provides for employee and employer contribution.~~
- 22825.1 Sets employer contribution.

12. Workweek

- 19851 Sets 40-hour workweek and 8-hour day.
- 19843 Directs the DPA to establish and adjust workweek groups.

13. Overtime

- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

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- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
14. Callback Time
- 19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.
15. Deferred Compensation
- 19993 Allows employees to deduct a portion of their salaries to participate in a deferred compensation plan.
16. Relocation Expenses
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
17. Travel Expenses
- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.
18. Unpaid Leaves of Absence
- 19991.1 Allows the appointing power to grant a one-year leave of absence; assures the employee a right of return.
- 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
- 19991.3 Jury duty.
- 19991.4 Provides that absences of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.
19. Performance Reports
- 19992 Provides for establishment of performance standards by State agencies.
- 19992.1 Provides for a system of performance reports and allows DPA to enforce adherence to appropriate standards.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

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- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by DPA rule.
- 19992.4 Allows DPA to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

- ~~19143~~ ~~Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six months.~~
- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
- 19998.1 State Restriction on Appointments

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22. Incompatible Activities

19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

23. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of DPA or SPB on certain matters.

24. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

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Management Proposal

Bargaining Unit:

Date: _____

Exclusive Representative: CASE

Subject:

ARTICLE 5.1

5.1 Salaries

- A. Upon ratification of the agreement by the union and approval by the Legislature, all Unit 2 classifications shall receive a general salary increase of two and one half percent (2.5%) retroactive to July 1, 2005. The increase shall be calculated by multiplying the base salary by 1.025. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- B. Effective July 1, 2006 the State agrees to provide a cost of living adjustment, to all Unit 2 classifications as follows
1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2005 through March 2006. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban – All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SA0, United States.
 2. The cost of living adjustment shall not be less than 2.0% or more than 4.0%.
eg: If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4.0%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.
 3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding
 4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2006 Increase (as described in #1)

CPI for March 2006 (EXAMPLE ONLY)	202.4
Less CPI for March 2005	197.1

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CASE
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Management Proposal

Index Point Change	5.2
Divided by Previous CPI (March 2005)	197.1
Equals	.02637
Result multiplied by 100 (100 X .02637)	2.6
Cost of Living adjustment for 2006	2.6%
Salary adjustment effective July 1, 2006 (EXAMPLE ONLY)	2.6%

10/24/05
D. Sloan
TA
CASE
J. Sanders

Management Proposal

Bargaining Unit: 2

Date: _____

Exclusive Representative: CASE

ARTICLE 5.1 - Salaries

Subject: Salary Range Changes

A. Entry Level Attorney Classes – New Salary Rate for Range A

Effective July 1, 2005, Range A of the following classes shall be changed to the rate of \$4410.

Schem Code	Class Code	Classification
0A93	5539	Real Estate Counsel I
0C65	5730	Deputy Attorney General
0A72	5778	Staff Counsel
0047	5779	Deputy Attorney, CalTrans
0A70	5798	Legal Counsel
0I65	6110	Fair Employment and Housing Counsel
0N60	6185	Fair Political Practices Commission Counsel
0N65	6186	Fair Political Practices Commission Counsel-Enforcement
0K70	6187	Corporations Counsel
0A94	6272	Board Counsel I, ALRB
0A75	6728	Tax Counsel

B. 5% Minimum and Maximum Increase – Attorney III Level Classes

Effective July 1, 2006, the following classes shall be adjusted by increasing the minimum and the maximum of the salary range by 5%. Employees whose salary rate is less than the minimum of the new salary range shall move to the new minimum and retain their salary anniversary date (MSA).

Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay period shall receive a 5% increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687.

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B. Salvin
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CASE
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All other employees shall retain their salary and their salary anniversary date (MSA).

Schem Code	Class Code	Classification
0A91	5537	Real Estate Counsel III (Specialist)
0C60	5706	Deputy Attorney General III
0D50	5763	Deputy State Public Defender
0040	5789	Deputy Attorney III, CalTrans
0A82	5795	Staff Counsel III (Specialist)
0J20	5812	Public Utilities Counsel III, PUC
0I55	6115	Senior Fair Employment and Housing Counsel (Specialist)
0I15	6180	Industrial Relations Counsel III (Specialist)
0K80	6188	Senior Corporations Counsel (Specialist)
0A97	6204	Senior Commission Counsel (Specialist), FPPC
0A96	6274	Senior Board Counsel, ALRB
0A76	6733	Tax Counsel III (Specialist)

C. 5% Minimum and Maximum Increase – Attorney IV Level Classes

Effective July 1, 2006, the following classes shall be adjusted by increasing the minimum and the maximum of the salary range by 5%. Employees whose salary rate is less than the minimum of the new salary range shall move to the new minimum and retain their salary anniversary date (MSA).

Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a 5% increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687.

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All other employees shall retain their salary and their salary anniversary date (MSA).

Schem Code	Class Code	Classification
0J50	5699	Public Utilities Counsel IV, PUC
0C50	5705	Deputy Attorney General IV
0D10	5772	Sr. Deputy State Public Defender (Range A only)
0A80	5780	Staff Counsel IV
0035	5788	Deputy Attorney IV, CalTrans
0I10	5981	Industrial Relations Counsel IV
0A78	6722	Tax Counsel IV, Franchise Tax Board

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UNION PROPOSAL CASE Unit 2

PROPOSAL #: 1

DATE: September 24, 2003

ARTICLE #: 5.2 Merit Salary Adjustments

5.2 Merit Salary Adjustments

~~The State shall pay an amount sufficient to enable employees, after completion of their first year in a position, to receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.~~

A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.

B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.

C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

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**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #2

DATE: August 17, 2005

Modify Section 6.5 Real Time Hearing Support (WCAB) as follows:

- A. The Department of Industrial Relations Division of Workers' Compensation shall investigate and study appropriate equipment and technology that may enable Workers' Compensation Administrative Law Judges to comply with the summary of evidence requirements of Labor Code Section 5313 without the necessity of their taking handwritten notes during the course of trial.
- B. Such investigations and study of equipment and technology may include a pilot program utilizing real time capable reporters, computers and software and other appropriate technology.
- C. The parties recognize that any future changes that occur as a result of this study may require new legislation or modifications to Workers' Compensations Appeals Board regulations prior to their implementation.
- D. Upon written request, but in no event more than once annually, the Division shall report to **agrees to meet and discuss with** the Union ~~on the result of the progress~~ of its investigation and study. ~~by June 30, 2002.~~ **Upon completion of the study the State agrees to notify and meet and discuss with the Union the results and recommendations proposed by the study.**
- E. **If new legislation or modifications to Workers' Compensations Appeals Board regulations are recommended, the State agrees to notify the Union pursuant to Article 4.3, prior to their implementation.**

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MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL #1
ARTICLE 6.6

DATE: NOVEMBER 16, 2004

6.6 Rest Periods

- A. An employee in WWG 2 may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period.
- B. Rest periods may not be accumulated nor may they be used to "make-up" time.

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6.6 Rest Periods

- A. An employee in WWG 2 may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift, not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period.
- B. Rest periods may not be accumulated nor may they be used to "make-up" time.

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**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #2

DATE: DECEMBER 7, 2004

ARTICLE 6.7

6.7 Meal Periods (Work Week Group 2-WWG2)

- A. ~~Except for employees on who are assigned to a straight eight (8) hour shift,~~ full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

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6.7 Meal Periods (Work Week Group 2 – WWG2)

- A. Except for employees on a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.

- B. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

**UNION PROPOSAL
CASE Unit 2**

**PROPOSAL #: 1
ARTICLE #: 7.2**

DATE: August 21, 2003

7.2 Definitions

- A. A grievance is a dispute between the State and CASE, or between the State and one or more employees, ~~or a dispute between the State and CASE~~, involving the interpretation, application, or enforcement of the express terms of this MOU.
- B. A complaint is a dispute between the State and CASE, or between the State and of one or more employees, ~~or CASE~~, involving the application or interpretation of a written rule or policy not covered by this MOU and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means CASE, an employee, or the State.
- E. A "CASE representative" refers to an employee designated as an CASE steward local representative or a paid staff representative.

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W. Silva
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MANAGEMENT PROPOSAL
CASE Unit 2

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PROPOSAL #: 1
ARTICLE #: 7.7

DATE: August 28, 2003

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7.7 Formal Grievance - Step 1

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:

1. Twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance;

2. ~~Within~~ Fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

D. ~~Within~~ Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

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MANAGEMENT PROPOSAL
CASE Unit 2

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PROPOSAL #: 1

DATE: August 28, 2003

ARTICLE #: 7.8

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7.8 Formal Grievance - Step 2

If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. the department head or his/her designee. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.

Within ~~twenty-one (21)~~ thirty (30) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to CASE.

~~No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential~~

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**UNION PROPOSAL
CASE Unit 2**

PROPOSAL #: 1

DATE: August 21, 2003

ARTICLE #: 7.9

~~7.9 Formal Grievance - Step 3~~

~~If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.~~

~~Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.~~

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**MANAGEMENT PROPOSAL
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Bargaining Unit 2

DATE: 08/28/03

ARTICLE 7.10 Formal Grievance – Step 43

7.10 Formal Grievance - Step 43

- A. If the grievant is not satisfied with the decision rendered at Step-3 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

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MANAGEMENT PROPOSAL
CASE Unit 2

PROPOSAL #: 1
ARTICLE #: 7.12

DATE: August 28, 2003

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7.12 Formal Grievance - Step 5 4

A. If the grievance is not resolved at Step 4 3, within thirty (30) calendar days after receipt of the fourth level response, CASE shall have the right to submit the grievance to arbitration.

B. Within fourteen (14) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an arbitrator. If no agreement is reached on the selection of an arbitrator the parties shall, immediately and jointly, request the State Mediation and Conciliation Service or the American Arbitration Association to submit to them a panel of nine (9) arbitrators from which the State and CASE shall alternately strike names until one name remains and this person shall be the arbitrator. If the parties cannot agree from which service to obtain the list of arbitrators, the party requesting arbitration shall pay all costs, if any, of obtaining the list of arbitrators.

C. The arbitration hearing, itself, shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

D. An arbitrator may, upon request of CASE and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Upon the request of ~~Either party may request that the arbitrator will be required to put his/her decision, opinion, or award in writing, with copies to each party. and that a copy be provided.~~

E. The arbitrator shall not have the power to add to, subtract from, or modify this MOU. Only grievances as defined in Section 7.2(a) of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

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To
J. Sanders
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**MANAGEMENT PROPOSAL
CASE Unit 2**

**PROPOSAL #: 1
ARTICLE #: 7.13**

DATE: August 28, 2003

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7.13 Health and Safety Grievances

- A. It is the policy of the state employer to provide reasonable safeguards for the protection of the health and safety of all employees.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the worksite as free from danger to the life, safety or health of employees as the nature of the work permits.
- C. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.
- D. Nothing in this procedure shall be interpreted as an authorization to fail to follow orders or instructions. Departmental orders and state policy require that orders be obeyed promptly even where inherent risk is involved or where the employee does not personally agree with the order unless the order constitutes what a reasonable person under similar circumstances would perceive as an immediate risk of death or serious injury.
- E. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes a danger to their safety and health.
- F. When the Union feels that there exists a clear and present danger of an imminent and severe threat to the health and safety of the employees, the union may invoke the Immediate Dispute Resolution-Health and Safety provision in Article 7.14 of this contract. When an employee in good faith believes that an otherwise unsafe condition exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the unsafe conditions exist, the Union or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance - Step 2

- a. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 6-6 7.7 of this article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department as the second level of appeal.

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b. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

2. Health and Safety Grievance - Step 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

b. Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

c. If the grievance is not resolved at Step 3 within thirty (30) calendar days after the receipt of the third step response, the Union shall have the right to appeal to the Department of Personnel Administration.

G. If the grievance cannot be resolved at Step 4, within thirty (30) calendar days after receipt of the fourth step response the Union may submit the grievance to arbitration pursuant to Step 5 of the grievance section of this contract. The selection of the arbitrator shall be in accordance with the grievance and arbitration section of this contract.

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**UNION PROPOSAL
CASE Unit 2**

**PROPOSAL #: 1
ARTICLE #: 7.14**

DATE: August 21, 2003

7.14 Immediate Dispute Resolution - Health and Safety

A. When the union believes that there exists a clear and present danger of an imminent and severe threat to the health and safety of Unit 2 employees and the elimination of that danger cannot be accomplished at the local level, CASE may invoke the provisions of this section as follows:

1. Within forty-eight (48) Monday through Friday hours of becoming aware of the alleged threat CASE may contact the department's Labor Relations Officer with specific information regarding the alleged threat to the health and/or safety of the employees.
2. The Labor Relations Officer may resolve the dispute or may refer the matter down to a lower management level.
3. If the dispute is referred to a lower management level, CASE will commence informal discussions at the designated level within twenty-four (24) Monday through Friday hours.
4. The Labor Relations Officer may also participate in any informal discussion at any time.
5. If a mutual resolution is not achieved within forty-eight (48) Monday through Friday hours from the time the dispute was referred to the lower management level CASE may request informal talks with level 3 of the grievance and arbitration procedure.
6. If a mutual resolution is not achieved within twenty-four (24) Monday through Friday hours of the dispute being presented at level 3, CASE may present the dispute to the Department of Personnel Administration.
7. If a mutual resolution is not achieved within twenty-four (24) Monday through Friday hours of the dispute being presented at that level, CASE may request the dispute be submitted to immediate arbitration.
8. The State shall request the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to the parties a panel of five (5) names. The first arbitrator, mutually agreeable who can be available for arbitration within ten (10) calendar days of the date the list is provided, or on a date mutually agreed to by the parties, shall be selected. In the event that the parties do not agree on an arbitrator, names from the list shall be stricken as follows: CASE shall make the first selection, and the parties shall thereafter alternately make selections until an arbitrator is available or the

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panel is exhausted, a second panel shall be requested.

9. The arbitrator shall have no authority to add to, delete or otherwise alter any provision of the contract, but shall limit the decision to the facts and circumstances as provided at arbitration.

10. The arbitrator shall make a decision solely on any written record previously submitted by the parties, with each party also providing a copy to the other party, on any oral presentation, and on any documentation submitted at arbitration. Only the arbitrator may ask questions of the other party. Statements of witnesses may be submitted in the form of an affidavit.

11. The Arbitrator shall make a bench decision which is binding on the parties.

12. The costs of the arbitration shall be borne equally by the parties.

B. It is understood that references to health and safety conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.

C. Time limits may be extended at any step by mutual agreement of the parties.

D. The parties agree that the intent of this procedure is to provide an avenue for urgent communications between the parties at the appropriate level in order to timely clear up misunderstandings that may seriously affect employees.

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MANAGEMENT PROPOSAL
CASE Unit 2

PROPOSAL #: 1

DATE: August 28, 2003

ARTICLE #: 7.15

7.15 Grievance Review

Upon request, the State Department of Personnel Administration shall meet monthly with the Union in an attempt to settle and resolve grievances pending at the third level. The parties shall agree at least two weeks prior to each meeting on the agenda and who shall attend.

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**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #2

DATE: _____

ARTICLE 8 – HOLIDAYS

8.1 Holidays

- A. All full-time and part time employees shall be entitled to such observed holidays with pay as provided herein, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving and December 25. The holidays are observed on the actual day they occur with the following exceptions:
 - 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 - 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 - 3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B. above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Every full-time and part-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday; or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year, or cash out the personal holiday on a straight time (hour for hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

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CASE
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- F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G or I below. An employee shall receive compensation for only the observed or actual holiday, not both.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall receive one and one-half (1-½) the hourly rate for all hours worked on the holiday. The method of compensation shall be at the State's discretion. If a full-time employee works eight (8) hours on the holiday, the employee shall receive no more than twenty (20) hours of total compensation (combination of holiday credit, CTO, and cash) for each holiday worked.
- H. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When a permanent full-time employee is required to work on an observed holiday and the observed holiday falls on the employee's regularly scheduled day off, the employee shall receive up to eight (8) hours of holiday credit and four (4) hours of informal time off. If an observed holiday falls on an employee's normal day off, and the employee does not work, the employees shall receive no more than eight (8) hours of holiday credit.
- J. Part time employees in workweek Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half compensation for all hours worked on the observed holiday, compensable by cash or holiday credit. The method of compensation shall be at the State's discretion.
- K. Part-time employees shall receive holidays in accordance with the following:
- L. CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1

10/24/05
JS
JS

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

A part time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.

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- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.
- Q. Upon the agreement of all bargaining units, the union agrees to the elimination of one holiday, February 12.

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CASE
J. Sanders

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9.17 Organ Donor Leave

19991.11. (a) Subject to subdivision (b), an appointing power shall grant to an employee, who has exhausted all available sick leave, the following leaves of absence with pay:

(1) A leave of absence not exceeding 30 days to any employee who is an organ donor in any one-year period, for the purpose of donating his or her organ to another person.

(2) A leave of absence not exceeding five days to any employee who is a bone marrow donor in any one-year period, for the purpose of donating his or her bone marrow to another person.

(b) In order to receive a leave of absence pursuant to subdivision (a), an employee shall provide written verification to the appointing power that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

(c) Any period of time during which an employee is required to be absent from his or her position by reason of being an organ or bone marrow donor is not a break in his or her continuous service for the purpose of his or her right to salary adjustments, sick leave, vacation, annual leave, or seniority.

(d) If an employee is unable to return to work beyond the time or period that he or she is granted leave pursuant to this section, he or she shall be paid any vacation balance, annual leave balance, or accumulated compensable overtime. The payment shall be computed by projecting the accumulated time on a calendar basis as though the employee was taking time off. If, during the period of projection, the employee is able to return to work, he or she shall be returned to his or her former position as defined in Section 18522.

(e) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that, if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

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9.17 Organ Donor Leave

19991.11. (a) Subject to subdivision (b), an appointing power shall grant to an employee, who has exhausted all available sick leave, the following leaves of absence with pay:

(1) A leave of absence not exceeding 30 days to any employee who is an organ donor in any one-year period, for the purpose of donating his or her organ to another person.

(2) A leave of absence not exceeding five days to any employee who is a bone marrow donor in any one-year period, for the purpose of donating his or her bone marrow to another person.

(b) In order to receive a leave of absence pursuant to subdivision (a), an employee shall provide written verification to the appointing power that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

(c) Any period of time during which an employee is required to be absent from his or her position by reason of being an organ or bone marrow donor is not a break in his or her continuous service for the purpose of his or her right to salary adjustments, sick leave, vacation, annual leave, or seniority.

(d) If an employee is unable to return to work beyond the time or period that he or she is granted leave pursuant to this section, he or she shall be paid any vacation balance, annual leave balance, or accumulated compensable overtime. The payment shall be computed by projecting the accumulated time on a calendar basis as though the employee was taking time off. If, during the period of projection, the employee is able to return to work, he or she shall be returned to his or her former position as defined in Section 18522.

(e) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that, if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

11:10AM

MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL #3

DATE: April 13, 2005

ARTICLE 10 – LAYOFF

10.2, 10.3 and 10.4 new

10.2 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

10.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

10.4 Layoff Employee Assistance Program

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

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R Solina
CASE
11:30AM
Sandors

**UNION DELETE PROPOSALS
CASE Unit 2**

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PROPOSAL #: 1

DATE: October 9, 2003

ARTICLE #: 11

Delete

- 11.1 Health Benefit Plan**
- 11.2 Dental Benefit Plan**
- 11.3 Vision Benefit Plan**
- 11.4 Flexible Benefit Program**

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10-24-05

11.1 Health Benefit Plan

~~A. Effective January 1, 2002 through June 30, 2002, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.~~

- ~~1. The State shall pay up to \$190.00 per month for coverage for an eligible employee.~~
- ~~2. The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent.~~
- ~~3. The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents.~~

~~The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.~~

B. Health Benefits Eligibility

1. Employee Eligibility

~~For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.~~

2. Permanent Intermittent (PI) Employees

a. Initial Eligibility

~~A permanent Intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.~~

b. Continuing Eligibility

~~To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.~~

3. Family Member Eligibility

~~For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).~~

~~C. No later than sixty (60) days from the effective date of this contract, the State agrees to pay each employee as follows:~~

- ~~1. Eight dollars (\$8) per month for each month, subject to normal taxation, an eligible employee (Party Code 1) was enrolled in a health plan administered by CalPERS from July through December 2001;~~

- ~~2. Sixteen dollars (\$16) per month for each month, subject to normal taxation, an eligible employee (Party Code 2) was enrolled in a health plan administered by CalPERS from July through December 2001;~~
- ~~3. Twenty one (\$21) per month for each month, subject to normal taxation, an eligible employee (Party Code 3) was enrolled in a health plan administered by CalPERS from July through December 2001.~~

11.2 Dental Benefit Plans

A. Contribution Amounts

- ~~1. Effective July 1, 2001 through June 30, 2002, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.~~
 - ~~a. The State shall pay up to \$30.70 per month for coverage of an eligible employee.~~
 - ~~b. The State shall pay up to \$55.60 per month for coverage of an eligible employee plus one dependent.~~
 - ~~c. The State shall pay up to \$81.38 per month for coverage of an eligible employee plus two or more dependents.~~
- ~~2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty five percent (25%) of the total premium.~~

B. Employee Eligibility

~~Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 11.1(B)(1) and (2) of this agreement.~~

C. Family Member Eligibility

~~Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 11.1(B)(3) of this agreement.~~

D. Coverage During First 24 Months of Employment

~~Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State sponsored indemnity or preferred provider option plan until they have completed twenty four (24) months of employment without a permanent break in service, during the twenty four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.~~

11.3 Vision Benefit Plan

A. Program Description

~~The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty five dollars (\$25) for materials.~~

~~B. Employee Eligibility~~

~~Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 11.1(B)(1) and (2) of this agreement.~~

~~C. Family Member Eligibility~~

~~Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section 11.1(B)(3) of this agreement.~~

11.4 Flexible Benefit Program

~~A. Program Description~~

- ~~1. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal Statutes and related administrative provisions adopted by DPA. The administrative fee paid by the participants will be determined each year by the Director of the Department of Personnel Administration.~~
- ~~2. Employees who meet the eligibility criteria stated in Section 11.4 (B)(1) will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program.~~
- ~~3. Employees who meet the eligibility criteria stated in Section 11.4 (B)(1) will be eligible to enroll into a Medical Reimbursement Account and/or Department Care Reimbursement Account.~~

Management Proposal

Bargaining Unit: 2

Exclusive Representative: CASE

Subject: Health Benefit Plan/Vision Service Plan

Date:

10/24/05
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ARTICLE 11.5

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

~~Effective January 1, 2004 through December 31, 2004, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.~~

~~The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.~~

~~Effective January 1, 2004 through December 21, 2004, the employer health benefits contribution for each employee shall be an amount equal to eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.~~

Effective January 1, 2006, the employer health benefits contribution for each employee shall be a flat dollar amount equal to 85 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

(a) The State shall contribute \$365 per month for coverage of an eligible employee. (Party code one)

(b) The State shall contribute \$696 per month for coverage of an eligible employee plus one dependent. (Party code two)

(c) The State shall contribute \$906 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

Management Proposal

To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties.

2. Unit 2 employees who first become eligible for health benefit enrollment on or after July 1, 2006 shall be subject to a two-year vesting schedule for the employer health contribution for dependents as follows:

- (a) 50% of the normal employer dependent portion of the contribution upon initial enrollment;
- (b) 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and
- (c) 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service.

The employer dependent contribution amounts shall be established by DPA each year at the same time that the normal employer health contributions are established. At the option of the State, the effective date for this subsection may be delayed until January 1, 2007 to accommodate administrative or system changes which may be necessary to implement this section.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

2- 3 Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources the employee will receive \$155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

10/24/05
D. Salton
CASE
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Management Proposal

- d. Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.
- e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed \$130 per month. (The State will pay the premium cost of the dental plan and vision plan.) Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in Subsection A.1.a. ~~(1) (2) or (3)~~ b. or c. or A.2.a., b. or c., above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits

1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

- a. Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.
- b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

- 4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Dental Benefits

1. Contribution

10/24/05
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Management Proposal

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in Section A.1 and A.2 of this agreement.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2 of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection A2 and B.3 of this agreement.

D. Vision Benefit

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in Section A.1 and A2. The vision benefit provided by the State shall have an employee copayment of \$10 for the comprehensive annual eye examination and \$25 for materials.

2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.1 and B.2 of this agreement.

3 .Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Subsection A2 and B.3 of this agreement.

10/24/05
TAK
J. Sanders
CASE

MANAGEMENT PROPOSAL
CASE UNIT 2

10:54 AM
Pg. 393
BU 8
12/7/04
mgt.

PROPOSAL #1
ARTICLE 11.8

DATE: DECEMBER 7, 2004

Modify Section 11.8, Long-Term Care Insurance Plans, as follows:

Employees in classes assigned to Bargaining Unit 2 are eligible to enroll in any long-term care insurance plan sponsored by the Public Employees Retirement System. The employee's spouse, parents, siblings, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the State shall be fully paid by the employee and are subject to payroll deductions.

12/7/04
Ta J. Gaudes

TA
12/7/04
K. Schin
CASE

Management Proposal

Bargaining Unit: 2
Proposal 2

Date: February 9, 2005

11AM

Subject:

ARTICLE 11.14

~~11.14 Long Term Disability Insurance~~

~~Should legislation be enacted that provides State Disability Insurance (SDI) to State employees, Unit 2 will be covered by the provisions of the legislation.~~

11AM
TA J. Sanders
R Silva
CHASE

10:30 AM

**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #1

DATE: May 11, 2005

12.10 Responsibility for Litigation Costs

The state, not the employee, is financially responsible for all litigation costs and expenses associated with representing the state in any legal forum.

12:27pm

TA
CASE
R Salvin
5/11/05
J Sanders

12.10 12.7 Responsibility for Litigation Costs

The State, not the employee, is financially responsible for all litigation costs and expenses associated with representing the state in any legal forum.

1:23pm
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Union
Pg. 400
12/7/04

11AM

**MANAGEMENT PROPOSAL
CASE UNIT 2**

**PROPOSAL #2
ARTICLE 13.5**

DATE: DECEMBER 7, 2004

13.5 Personnel Files

A. Official Personnel Files

1. Upon reasonable notice to the Personnel Office, bargaining unit employees shall have access to all of the materials in their official personnel file during normal Personnel Office business hours. In addition, with written authority from the employee or in the company of the employee, a designated CASE representative may review the employee's personnel file. Said written authorization shall be valid for the period of time specified by the employee. Access to the file shall be during regular personnel office hours. The file shall not be removed from the personnel office. The employee and the CASE representative, with written authorization from the employee, shall each be allowed a copy of the material in the personnel file.
2. Materials included in the personnel file shall be retained for a period of time specified by each department, except that material in the file of a negative nature that is older than three (3) years shall be removed by personnel office employees who discover it upon accessing the file for any purpose. The act of removing dated negative material shall be accomplished in a manner which is not apparent to anyone but other employees of the personnel office.
3. Material of a negative nature that is older than three (3) years shall not be the basis of an adverse action against any employee.
4. Each employee shall have the right to prepare a written rebuttal to any negative material in his/her personnel file. Such rebuttal shall be included in his/her personnel file until such time as that which it serves to rebut is removed from the file.
5. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

1:22pm

TA
12/7/04
R. Sloan
CASE
J. Sanders

B. Unofficial Personnel Files Containing Employment-Related Information

1. This subsection applies to all written or electronic files maintained in the employee's name by his/her department (other than the employee's official personnel file) which contains employment-related documents. It includes but is not limited to supervisor's files, and files containing medical information or performance evaluations.
2. Notwithstanding subsection (B)(1) above, employees and their representatives or designees shall not have access to files maintained as part of an ongoing internal affairs investigation.
3. Upon reasonable notice to the person responsible for maintaining the file, bargaining unit employees shall have access to all material in the file which pertains to them. In addition, with written authority from the employee or in the company of the employee, a designated CASE representative may review the employee's file. Said written authorization shall be valid for the period of time specified by the employee. Access to the file shall be during regular business hours for the person responsible for maintaining the file. The file shall not be removed from the office of the person responsible for maintaining it unless approved by that person in advance. The employee and the CASE representative, with written authorization from the employee, shall each be allowed a copy of the material in the file that pertains to the employee.

C. Access To Files

1. Official and unofficial files shall be considered confidential. They shall only be available to the employee and his/her designee, the department head and his/her designee, those in the employee's direct supervisory chain of command, and others specified by statute.
2. The employee shall be immediately informed in a timely manner of the service of a subpoena or a request pursuant to the California Public Records Act when such documents request release of information from the employee's his/her official or unofficial file(s), or of a court order affecting the same.

RS

Management Proposal

TA
AP
10/9/03
2:08

Bargaining Unit: 2

Exclusive Representative: CASE

Date:

9/25/03

TR
9/29/03

Subject: Bar Dues/Professional Leave

ARTICLE 13.7

A. Bar Membership Required As Condition Of Appointment

The State shall reimburse or pay directly to the State Bar, the cost of bar dues for each employee for whom bar membership is required as a condition of employment. In the event a department elects to pay directly, each affected employee must provide the original remittance portion of their bar dues statement to the person designated by the department at least four (4) weeks before the last day upon which the dues become delinquent. If an employee's bar statement is not received four (4) weeks in advance, then the department may (1) make an exception and still directly pay the employee's dues; or at its option, (2) reimburse the employee for paying the dues him/herself. Under no circumstances, however, shall the State be liable for penalties/fines added to, or accumulated because of late payment of dues, except where the State employer is responsible for the late payment.

B. Bar Membership Not Required As Condition Of Appointment

For all other employees in the unit, the State shall either provide reimbursement for bar dues or two (2) days per calendar year of professional leave without loss of compensation, at the option of the Department, which must be requested and approved in the same manner as vacation leave.

C. Proration Of Bar Dues And Professional Leave

Bar dues reimbursement/payment and professional leave may be prorated for employees who work less than full-time and for employees who work less than a full-year. Professional leave credit shall not carry over from year to year.

D. Local and Specialty Bar Dues

Each department shall reimburse employees (or pay directly subject to the conditions contained in section (a) above) for memberships in one local job-related bar associations, or for one job-related specialty sections of the State or a local bar, if State bar membership is required as a condition of employment. The total amount for which employees shall be reimbursed shall not exceed one hundred dollars (\$100) annually for all job-related bar associations, specialty sections, and local bar memberships. Local or specialty bar dues for employees who work less than full-time and for employees who work less than a full-year preceding when bar dues must be paid may be prorated. Departments that do not directly pay local or specialty bar dues may require proof of payment by employees requesting reimbursement.

10/24/05
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**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #2

DATE: May 4, 2005

11:46 AM

Article 13.21

13.21 Badges

The State shall provide a badge for each Deputy Attorney General and Deputy Labor Commissioner Field Enforcement and Administrative Law Judge with California Unemployment Insurance Appeals Board. Badge size, design and circumstances specifying badge use and purchase will be determined by the State.

*11:15 AM
10/24/05*

*TA
R Silva
CASE*

J Sanders

11:07AM
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12/1/04
Pg. 395

**MANAGEMENT PROPOSAL
CASE UNIT 2**

**PROPOSAL #2
ARTICLE 13.23**

DATE: DECEMBER 7, 2004

Delete Section 13.23 Contracting out

~~A. The State agrees meet with CASE concerning issues arising out of a specific state contract for outside legal services if such contract will require the layoff of a unit 2 employee. to meet with CASE within sixty (60) days of ratification of the Unit 2 agreement in order to discuss the development of a procedure whereby CASE will be notified of outside legal service contracts subject to the approval of the Department of General Services, pursuant to PCC 10295 and 10335 et. seq.~~

11:15AM
10/24/05
Silva
CASE
J. Sanders

**UNION PROPOSAL
CASE Unit 2**

PROPOSAL #: 2
ARTICLE #: 13.26

DATE: April 6, 2005

ARTICLE 13.26 – Independent Medical Examinations

A. Whenever the State believes that an employee, due to illness or injury is unable to perform his/her normal work duties, the State, pursuant to Government Code § 19253.5, may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. Such examination shall be conducted by a licensed physician or under his/her direction and the cost of the examination shall be paid by the employer..

C. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.

D. If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the state's findings.

TA
4/5/05
RS CASE

Ta J. Sanders
4/6/05

MANAGEMENT PROPOSAL
CASE UNIT 2

Ta Sandus
11/16/04

PROPOSAL #2
ARTICLE 13.28

DATE: NOVEMBER 16, 2004

CASE
Section
11/16/04

13.28 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. ~~The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.~~
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

**MANAGEMENT PROPOSAL
CASE UNIT 2**

**PROPOSAL #2
ARTICLE 13.28**

DATE: NOVEMBER 16, 2004

13.28 13.27 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. ~~The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.~~
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

UNION PROPOSAL
CASE Unit 2

PROPOSAL #: 3
ARTICLE #: 13.29

DATE: April 6, 2005

11 AM
TA #
2:10 pm
R Silva
CASE
J. Sanders

13.29 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with Work and Family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not ~~is not~~ available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

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change

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable Department of Personnel Administration laws and rules.

This section is not subject to the grievance and arbitration procedure of this Contract..

43.29 13.28 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with Work and Family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level. Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable Department of Personnel Administration laws and rules.

This section is not subject to the grievance and arbitration procedure of this Contract.

Passed 5/11/05
12:35 pm

**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #1

DATE: May 11, 2005

13.33 Card Key Replacement

Employees will not be required to pay for an initial key card or to replace inoperable key cards that are necessary to gain access to their workplace when the card is rendered inoperable through no negligence by the employee.

11:16 AM
10/24/05
W. Silva - TA
CASE
J. Sanders

13.33 13.29 Card Key Replacements

Employees will not be required to pay for an initial key card or to replace inoperable key cards that are necessary to gain access to their workplace when the card is rendered inoperable through no negligence by the employee.

10:53am
pg. 408
12/14/04

**MANAGEMENT PROPOSAL
CASE UNIT 2**

**PROPOSAL #1
ARTICLE 13.35**

DATE: DECEMBER 14, 2004

13.35 Performance Appraisal of Permanent Employees

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such annual performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. ~~In the absence of any current annual performance appraisals, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.~~
- B. Each employee shall have the right to prepare a written rebuttal to his/her performance appraisal and such rebuttal shall be included in his/her personnel file.

11:16 AM
10/24/05
Silva-TA
CASE
J. Gaudin

13.35 13.30 Performance Appraisal of Permanent Employees

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such annual performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.

B. Each employee shall have the right to prepare a written rebuttal to his/her performance appraisal and such rebuttal shall be included in his/her personnel file.

Management Proposal

Bargaining Unit:

Date: _____

Exclusive Representative: CASE

Subject: Employee Retirement Contribution Reduction

The parties agree to delete the following sections:

14.7 Employee Retirement Contribution Reduction for Miscellaneous Members

14.8 Employee Retirement Contribution Reduction for Safety Members

10/24/05
TA
VR Silva
CASE
J. Sanchez

14.7 Employee Retirement Contribution Reduction for Miscellaneous Members

~~Effective no later than the pay period following legislative ratification of this collective bargaining agreement, the State agrees to the following:~~

- ~~• Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from five percent (5%) of compensation in excess of five hundred thirteen (\$513) dollars each month to 2.5% of compensation in excess of five hundred thirteen (\$513) dollars each month.~~
- ~~• Employees who are miscellaneous and/or industrial members of the first tier plan who are not subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from six percent (6%) of compensation in excess of three hundred seventeen (\$317) dollars each month to 3.5% of compensation in excess of three hundred seventeen (\$317) dollars each month.~~

~~Effective July 1, 2003, the employees' retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~

~~Effective July 1, 2002, the State agrees to the following:~~

- ~~• Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to zero percent (0%).~~
- ~~• Employees who are miscellaneous and/or industrial members of the first tier plan who are not subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 3.5% of compensation in excess of three hundred seventeen (\$317) dollars each month to one percent (1%) of compensation in excess of three hundred seventeen (\$317) dollars each month.~~

~~Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~

~~The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division. Effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

14.8 Employee Retirement Contribution Reduction for Safety Members

~~Effective no later than the pay period following legislative ratification of this collective bargaining agreement, employees who are safety members (2.5% at 55) under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 6% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 3.5% of compensation in excess of three hundred seventeen (\$317) dollars each month.~~

~~Effective July 1, 2002, employees who are safety members (2.5% at 55) under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 3.5% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.~~

~~Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~

~~The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

Management Proposal

Bargaining Unit: 2

Date: 11/9/05

Exclusive Representative: CASE

Subject: Employee Retirement Contribution

14.9 Employee Retirement Contribution for Miscellaneous, Industrial and Safety Members

A The State and the Union agree to increase the employees' retirement contribution rate effective with the beginning of the July 2006 pay period to the following:

1. Employees who are miscellaneous or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall contribute six (6%) percent in excess of five hundred thirteen (\$513) dollars each month.
 2. Employees who are miscellaneous or industrial members of the first tier plan who are not subject to Social Security under the Public Employees' Retirement System (CalPERS) shall contribute seven percent (7%) of compensation in excess of three hundred seventeen (\$317) dollars each month.
 3. Employees who are Safety members of the first tier plan who are not subject to Social Security under the Public Employees' Retirement System (CalPERS) shall contribute seven percent (7%) of compensation in excess of three hundred seventeen (\$317) dollars each month.
- B. The State and the Union agree that retirement benefits will be calculated based on a three-year average final compensation for new employees hired on or after July 1, 2006.
- C. The Union understands that the implementing legislation for the Unit 2 MOU will include the statutory modifications necessary for implementing the increased retirement contribution (1%) and the retirement benefit calculations (3 highest years).

Sanders 11/9/05
TR
R Salvia
CASE

TA
AP
10/9/03

3RM

TA
with
10/9/03

10/9/03

management
proposal

14.9

~~10.11~~ Alternative Preretirement Death Benefit

The Union and the State agree that the Alternative Preretirement Death Benefit as set out in Government Code sections 21547, 21574.5 and 22754 shall remain in effect for Unit 2 employees.

10/24/05

TA
Lion
CASE

7911

BU
01-01

Ta
Gardus
10-24-05

14.9 14.10 Alternative Preretirement Death Benefit

The Union and the State agree that the Alternative Preretirement Death Benefit as set out in Government Code sections 21547, 21574.5 and 22754 shall remain in effect for Unit 2 employees.

Management Proposal*table change agreed to
March*

Date: February 18, 2005

Bargaining Unit: 2**Exclusive Representative:***2:41 PM***Subject: New Section
14.14 CalPERS Opt-Out****ARTICLE 14.14**

State Miscellaneous/Industrial employees may on a voluntary and prospective basis, elect to cease participation in the Defined Benefit program administered by the California Public Employees Retirement System (CalPERS), by submitting an irrevocable election form prescribed by CalPERS which shall be effective at the beginning of the pay period following receipt of the election form in the system. Electing to opt-out of CalPERS shall not constitute a permanent separation from State service for purposes of a right to refund accumulated contributions, but shall constitute a discontinuance of active membership in the system.

Miscellaneous First Tier Employees

Employees that are members of the First Tier Plan and elect to opt-out of the CalPERS, will discontinue their contribution rate to the CalPERS and will receive one-half the employer's normal contribution rate, adjusted annually, as a salary stipend.

Miscellaneous Second Tier Employees

Employees that are members of the Second Tier Plan will receive one-half the employer's normal contribution rate, adjusted annually, as a salary stipend.

Industrial Employees

Employees that are members of the First Tier Plan and elect to opt-out of the CalPERS, will discontinue their contribution rate to the CalPERS and will receive one-half the employer's normal contribution rate, adjusted annually, as a salary stipend.

State Employees that are subject to the provisions of the Alternate Retirement Plan (ARP) will have the option to cease participation in the CalPERS by submitting an irrevocable election form prescribed by CalPERS thirty (30) days following the first day of the pay period commencing twenty-three (23) months after becoming a member of the system.

*10/24/05
J. Sanders
IA
K. Salton
CASE*

14.14 14.11 CalPERS Opt-Out

State Miscellaneous/Industrial employees may on a voluntary and prospective basis, elect to cease participation in the Defined Benefit program administered by the California Public Employees Retirement System (CalPERS), by submitting an irrevocable election form prescribed by CalPERS which shall be effective at the beginning of the pay period following receipt of the election form in the system. Electing to opt-out of CalPERS shall not constitute a permanent separation from State service for purposes of a right to refund accumulated contributions, but shall constitute a discontinuance of active membership in the system.

Miscellaneous First Tier Employees

Employees that are members of the First Tier Plan and elect to opt-out of the CalPERS, will discontinue their contribution rate to the CalPERS and will receive one-half the employer's normal contribution rate, adjusted annually, as a salary stipend.

Miscellaneous Second Tier Employees

Employees that are members of the Second Tier Plan will receive one-half the employer's normal contribution rate, adjusted annually, as a salary stipend.

Industrial Employees

Employees that are members of the First Tier Plan and elect to opt-out of the CalPERS, will discontinue their contribution rate to the CalPERS and will receive one-half the employer's normal contribution rate, adjusted annually, as a salary stipend.

State Employees that are subject to the provisions of the Alternate Retirement Plan (ARP) will have the option to cease participation in the CalPERS by submitting an irrevocable election form prescribed by CalPERS thirty (30) days following the first day of the pay period commencing twenty-three (23) months after becoming a member of the system.

**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL #3
Article

DATE: August 24, 2005

ARTICLE 15 – CLASSIFICATION

15.1 Classification Level

A. Departments with Attorney IV Level Classifications

Departments that have obtained approval from the State employer to use Attorney IV level classifications may allocate up to fifty five percent (55%) of its attorneys to the IV salary level classification. The base figure for calculating this ceiling shall include all attorney positions in the unit allocated to attorney classes at or below the maximum salary level of the IV classification.

B. Departments with Senior or Attorney III Level Classifications

Any department in this category may allocate up to ~~sixty five~~ ^{sixty} percent (65%) of its attorneys to the Senior or III salary level classification. The base figure for calculating this ceiling shall include all attorney positions in the unit allocated to attorney classes at the Senior or III level and below.

C. Upon request by appointing authorities, DPA may allow appointments in excess of the above percentages or to higher levels.

D. If DPA authorizes a department a position on an exception basis to the Attorney IV level such allocation allows the department to allocate additional Attorney positions to the Senior or Attorney III level in excess of the 65% cap in Paragraph B above.

10/24/05
TAX
J. Sanders
CASE

MANAGEMENT PROPOSAL
CASE UNIT 2

Proposal #1

DATE: May 4, 2005

11:48 AM

15.4 Department Request(s) for Attorney IV Level IV Position(s)

~~For each department which employs attorneys, the State shall determine which, if any, of its attorneys perform work which is substantially similar to the work of existing Attorney IVs as determined by criteria to be developed jointly by CASE and the State. If a department has attorneys who meet the criteria, the department shall utilize an Attorney IV classification for those positions.~~

The Department of Personnel Administration (DPA) agrees to review departmental requests to establish Attorney IV Level IV positions using existing Attorney IV Allocation Standards in a timely reasonable manner and will keep CASE informed of the status of such requests. CASE at any time may request the status of such requests.

11:16 AM
10/24/05
F Silva
CASE
J. Sanders

1:30 pm
5/11/03

**MANAGEMENT PROPOSAL
CASE UNIT 2**

PROPOSAL

DATE: May 11, 2005

**15.5 Deputy Commissioner, Board of Prison Terms – Specification
Revision**

- ~~A. The Department of Personnel Administration agrees to work with the Board of Prison Terms (BPT) to modify the class specification of Deputy Commissioner, BPT, to incorporate safety duties. The proposed revisions shall be submitted to the State Personnel Board for its consideration and approval within four (4) months of the time the new Unit 2 collective bargaining agreement is ratified by both parties.~~
- ~~B. Further, if there is a cost associated with the proposal, its approval and implementation shall be subject to the availability of funds as determined by the State.~~

Reject and Delete

11:16 AM
10/24/05
W. Silva
CASE
J. Sanders

Agreement to Rollover the following Contract Sections

- 1.1 Recognition and Purpose
- 2.1 Case Representation
- 5.2 Merit Salary
- 5.5 Overpayments & Payroll Errors
- 5.8 Recruitment & Retentions State Prisons
- 6.4 Telework
- 9.3 Sick leave
- 10.1 Layoff and Reemployment
- 11.6 Rural Health Care Equity Program
- 11.13 1959 Survivors Benefits 5th Level
- 12.1 Business and Travel Expenses
- 12.2 Lodging Orange & Marin Co
- 12.3 Commute Program
- 12.4 Cell Phones
- 13.2 Outside Employment
- 13.11 Case & Hearing Workload BPT
- 13.22 Intra Department Transfer
- 13.25 Professional Dev. Activities
- 14.4 First Tier Eligibility for Employees in Second Tier
- 14.6 Safety Retirement Deputy Commissioner
- 15.3 Out of Classification
- Side Letter 3 Attorney IV Allocation Standards

TA
10/20/05
10:52pm
R. Sanders
CASE

Willing to tentatively agree to the following proposals

- 4.1 No Strike/No lock out – Union's 9/24/03 Proposal
- 4.4 Super session – State's 5/4/05 Proposal
- 13.21 Badges – State's 5/4/05 Proposal
- 13.23 Contracting Out – State's proposal of 12/7/04
- 13.33 Card Key Replacement – State's 5/11/05 Proposal
- 13.35 Performance Appraisal of Permanent Employee – State's 12/14/04 Proposal
- 15.1 Classification Level – State's 8/24/05 Proposal, resolving Grievance 05-02-0002, and 15.6
- Attorney Class Study provision is removed
- 15.4 Department Requests for Attorney IV Level Positions proposal dated May 4, 2005
- 15.5 Deputy Commissioner BPT – State's 5/11/05 Proposal
- 15.8 Judicial Clerkship – State's 8/24/05 proposal
- 15 New Industrial Relations Counsel (Deep Class) - State's 8/24/05 Proposal

Willing to delete the following tentative agreements

- 11.1 Health Benefit
- 11.2 Dental Benefit Plan
- 11.3 Vision Benefit
- 14.6 Safety Retirement Deputy Commissioner, Board of Prison Terms
- 14.7 Employee Retirement Contribution
- 14.8 Employee Retirement Reduction
- 15.7 Elimination of Workers Compensation Conference Referee Class
- Side Letter #1 Release Time, Confidential Designations, Case and Workload Waiver

10-20-05
Ta
Sanders
10:52pm

All prior TA's are incorporated unless superceded by this document.

15.6 Attorney Classifications

~~The State agrees to study the State Attorney classifications, with the exception of the Attorney Level IV classifications, to determine what changes, if any, would be appropriate to the class structure. Upon completion of the review, the State shall provide CASE with a copy of the Study. Any classification proposal emanating from the study shall be noticed to CASE in accordance with Section 15.2, Classification Changes. The State and CASE recognize that any proposed action requires approval of the class title, class concept, definitions of level and tests of fitness by the Department of Personnel Administration and the State Personnel Board. Further, if there is a cost associated with implementation of the proposal, it shall be subject to the availability of funds.~~

Agreement to Rollover the following Contract Sections

- 1.1 Recognition and Purpose
- 2.1 Case Representation
- 5.2 Merit Salary
- 5.5 Overpayments & Payroll Errors
- 5.8 Recruitment & Retentions State Prisons
- 6.4 Telework
- 9.3 Sick leave
- 10.1 Layoff and Reemployment
- 11.6 Rural Health Care Equity Program
- 11.13 1959 Survivors Benefits 5th Level
- 12.1 Business and Travel Expenses
- 12.2 Lodging Orange & Marin Co
- 12.3 Commute Program
- 12.4 Cell Phones
- 13.2 Outside Employment
- 13.11 Case & Hearing Workload BPT
- 13.22 Intra Department Transfer
- 13.25 Professional Dev. Activities
- 14.4 First Tier Eligibility for Employees in Second Tier
- 14.6 Safety Retirement Deputy Commissioner
- 15.3 Out of Classification
- Side Letter 3 Attorney IV Allocation Standards

TA
10/20/05
10:52pm
R. Sanders
CASE

Willing to tentatively agree to the following proposals

- 4.1 No Strike/No lock out – Union's 9/24/03 Proposal
- 4.4 Super session – State's 5/4/05 Proposal
- 13.21 Badges – State's 5/4/05 Proposal
- 13.23 Contracting Out – State's proposal of 12/7/04
- 13.33 Card Key Replacement – State's 5/11/05 Proposal
- 13.35 Performance Appraisal of Permanent Employee – State's 12/14/04 Proposal
- 15.1 Classification Level – State's 8/24/05 Proposal, resolving Grievance 05-02-0002, and 15.6 Attorney Class Study provision is removed
- 15.4 Department Requests for Attorney IV Level Positions proposal dated May 4, 2005
- 15.5 Deputy Commissioner BPT – State's 5/11/05 Proposal
- 15.8 Judicial Clerkship – State's 8/24/05 proposal
- 15 New Industrial Relations Counsel (Deep Class) - State's 8/24/05 Proposal

Willing to delete the following tentative agreements

- 11.1 Health Benefit
- 11.2 Dental Benefit Plan
- 11.3 Vision Benefit
- 14.6 Safety Retirement Deputy Commissioner, Board of Prison Terms
- 14.7 Employee Retirement Contribution
- 14.8 Employee Retirement Reduction
- 15.7 Elimination of Workers Compensation Conference Referee Class**
- Side Letter #1 Release Time, Confidential Designations, Case and Workload Waiver

10-20-05
Ta
Sanders
10:52pm

All prior TA's are incorporated unless superceded by this document.

~~15.7 Elimination of Workers' Compensation Conference Referee~~
~~Classification~~

~~CASE and DPA agree to elimination of Workers' Compensation Conference Referee Classification.~~

8/24/05
2:06 pm
passed

MANAGEMENT PROPOSAL

Bargaining Unit 2

Date: August 24, 2005

Exclusive Representative: CASE

Subject: 15.8 Judicial Clerkship

The State and CASE agree to mutually work toward the submission to the State Personnel Board, of an amended specification for the classification(s) of attorney that would allow service as a judicial clerk for a federal court, California state court, or another State's appellate court of last resort to constitute experience in the practice of law. The State and CASE further agree that any proposal submitted to the State Personnel Board will provide that, in order for an employee's judicial clerkship to qualify as experience in the practice of law, the experience must have been gained after receipt of a juris doctor or equivalent degree.

11:22 AM
10/24/05
R Silva
CASE

J. Sanders

~~15.8 Service Credit~~

- ~~A. The Department of Personnel Administration (DPA) and CASE agree to study the feasibility of amending the classification of attorneys to include credit toward legal experience for actual time spent in a Federal or California judicial clerkship.~~

15.8 Judicial Clerkship

The State and CASE agree to mutually work toward the submission to the State Personnel Board, of an amended specification for the classification(s) of attorney that would allow service as a judicial clerk for a federal court, California state court, or another State's appellate court of last resort to constitute experience in the practice of law. The State and CASE further agree that any proposal submitted to the State Personnel Board will provide that, in order for an employee's judicial clerkship to qualify as experience in the practice of law, the experience must have been gained after receipt of a juris doctor or equivalent degree.

MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL #4
ARTICLE: 15.9

DATE: October 20, 2005

15.9 Law Judges Classifications

The State agrees to study the classifications of Administrative Law Judges, Hearing Officers, Hearing Advisers, and Fair Hearing Specialists, to determine what changes, if any, would be appropriate to the class structure. Upon completion of the review, the State shall provide CASE with a copy of the study. Any classification proposal emanating from the study shall be noticed to CASE in accordance with Section 15.2, Classification Changes. The State and CASE recognize that any proposed action requires approval of the class title, class concept, definitions of level and tests of fitness by the Department of Personnel Administration and the State Personnel Board. Further, if there is a cost associated with implementation of the proposal, it shall be subject to the availability of funds.

15.9 Classification Studies

The State and CASE agree to meet to discuss the appropriateness of a classification study for the following classes:

Deputy Commissioner, Board of Prison Terms
Deputy Labor Commissioner I/II
Workers Compensation Judge

If more than one study is deemed appropriate, it will be conducted one at a time and in the order determined by CASE.

TA - 10:52 AM
10/20/05
K. Sullivan
CASE
J. Sanders

MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL

DATE:

15.10 - DELETE

~~15.10 Deputy Labor Commissioner I and II - Classification Study~~

- ~~A. Prior to December 1, 2002, the Department of Industrial Relations (DIR) shall endeavor to conduct and complete a classification review of the following classes. The results of the review shall be provided to California Attorneys, Administrative Law Judges & Hearing Officers in State Employment (CASE).~~

~~Deputy Labor Commissioner-I~~

~~Deputy Labor Commissioner-II~~

- ~~B. DIR and CASE recognize that any proposed action requires approval of the class title, class concept, definitions of level, and tests of fitness by the Department of Personnel Administration and the State Personnel Board. Further, if there is a cost associated with implementation of the proposal from DIR, its approval and implementation shall be subject to the availability of funds as determined by the State.~~

11/14/05
Sander TA
RS
CASE

MANAGEMENT PROPOSAL

Bargaining Unit 2

Date: August 17, 2005

Exclusive Representative: CASE

Subject: Industrial Relations Counsel (Deep Class)

Article: 15 – Classification

The Department of Personnel Administration and the Department of Industrial Relations (DIR) agree to prepare a classification proposal to revise the Industrial Relations Counsel (IRC) series specification to be submitted to the State Personnel Board for its review and approval. Specifically, the proposal shall serve to consolidate the classifications of Legal Counsel, Range A and B, IRC I and IRC II, into a deep class titled IRC with alternate range criteria and a probationary period of 12 months.

11:22 AM

10/24/05

RS/How
CASE

J. Sanders

S

24

Passed
2:08 PM

intent
is to
have
Legal
Counsel

Article 15.12 – Classification (Industrial Relations Counsel, Deep Class)

The Department of Personnel Administration and the Department of Industrial Relations (DIR) agree to prepare a classification proposal to revise the Industrial Relations Counsel (IRC) series specification to be submitted to the State Personnel Board for its review and approval. Specifically, the proposal shall serve to consolidate the classifications of Legal Counsel, Range A and B, IRC I and IRC II, into a deep class titled IRC with alternate range criteria and a probationary period of 12 months.

Management Proposal

Bargaining Unit:

Date: _____

Exclusive Representative: CASE

Subject: Term

ARTICLE 16

16.1 Contract Term

- A. Unless a specific provision provides for a different effective date, the terms of this agreement shall go into effect upon ratification by both the Legislature and the Union and remain in full force and effect through June 30, 2007.
- B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

10/24/05
TIA
R. Salvo
CASE
J. Sanders

ARTICLE 16 – TERM

16.1 Contract Term

- A. Unless a specific provision provides for a different effective date, the terms of this agreement shall go into effect upon ratification by both the Legislature and the Union and remain in full force and effect through ~~July 2, 2003~~ June 30, 2007.
- B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL

DATE:

~~Attachment D - DELETE~~~~Attachment D - California Energy Commission Hearing Advisors
Settlement Agreement
California Energy Commission Hearing Advisors
(Grievance Number 01-02-0002)~~

~~In the interest of promoting harmonious labor relations, to avoid the uncertainty, inconvenience, and expense of litigation, and in settlement of the dispute that has arisen between the parties, the State of California (Department of Personnel Administration (DPA)) and the California Attorneys, Administrative Law Judges and Hearing Officers in State Employment (CASE) hereby agree and stipulate to the following:~~

- ~~1. The California Energy Commission (CEC) Hearing Advisors II listed below shall receive the following one time additional income of:~~
 - ~~• Gary Fay (\$4,718.45)~~
 - ~~• Susan Geffter (\$4,718.45)~~
 - ~~• Garret Shean (\$4,718.45)~~
 - ~~• Major Williams (\$3,538.84)~~
- ~~2. CEC shall conduct a study to determine if the classifications of Hearing Advisor (HA) I and II, CEC, should be modified. If CEC determines that in its opinion, one or both of the HA classifications should be revised, CEC will prepare and present a classification proposal containing its recommendations to the Department of Personnel Administration (DPA) within four (4) months of the time the new Unit 2 collective bargaining agreement is ratified by both parties. Said study will be submitted and reviewed by DPA in accordance with their customary practice and the terms of the Unit 2 collective bargaining agreement. Further, if there is a cost associated with the proposal from CEC its approval and implementation shall be subject to the availability of funds as determined by the State.~~
- ~~3. Nothing in this agreement shall be considered an admission by the State of California or DPA, that conduct underlying grievance number 01-02-0002, constitutes wrongdoing, out of class work, a violation of the parties' collective bargaining agreement, or a violation of any laws or regulations.~~

11/14/05
TA
Gardner R
CASE

- ~~4. This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior agreements and understanding of the parties in connection herewith.~~
- ~~5. This agreement represents the full, complete, and final resolution of all disputes between the parties as it relates to all acts and omissions by the State of California giving rise to, or any way related to Section 6.3 and Section 15.3 (and any successor provisions) of the Unit 2 collective bargaining agreement, grievance number 01-02-0002, and Government Code §§ 10818.8 and 10818.16.~~
- ~~6. Nothing in this agreement shall be used as evidence or a precedent between the parties as it relates to duties assigned to CEC Hearing Advisors in this or any other case or matter pertaining to Unit 2 employees.~~
- ~~7. CASE agrees to withdraw grievance number 01-02-0002 with prejudice. CASE agrees not to request or support arbitration of grievance number 01-02-0002. CASE hereby waives any and all claims on behalf of itself and the CEC Hearing Advisors, and their heirs, executors or assigns, that may be raised in any forum, administrative and judicial.~~

Originally signed by	10/9/01
Gary Messing	Date
California Attorneys, Administrative Law Judges and Hearing Officer in State Employment	

Originally signed by	10/9/01
Wayne Heine	Date
Department of Personnel Administration	

11/14/05
TA
J. Sanchez
CASE

MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL #1

DATE: October 20, 2005

Side Letter #1 Confidential Designations

SIDE LETTER #1 Confidential Designations

The State and CASE agree to maintain the current level of confidential designations.

TA - 10:52pm
10/20/05
John
CASE
Sanders

MANAGEMENT PROPOSAL
CASE UNIT 2

PROPOSAL #1

DATE: October 20, 2005

Side Letter #1 Confidential Designations

Side Letter #1 – Confidential Designations

The State and CASE agree to maintain the current level of confidential designations.

Side Letter #1 – Release Time, Confidential Designations, Case and Workload Waiver

Bargaining Unit 2
Side Letter Between
The
State of California and the Association of CA State Attorneys & Administrative Law
Judges

~~This agreement supercedes a like agreement that did not include reference to the Department of Industrial Relations executed by the parties July 13, 2000.~~

RELEASE TIME

- ~~1. In addition to (and apart from) Section 2.1, subd. (C) of the Unit 2 collective bargaining agreement, the parties agree to the following~~
 - ~~A. The Department of Justice (DOJ) shall subject to the terms of this agreement, provide up to nine (9) days of release time per month.~~
 - ~~B. The Board of Equalization (BOE) and the Department of Health Services (DHS) and Industrial Relations (DIR) shall each subject to the terms of this agreement, provide up to three (3) days of release time per month.~~
- ~~2. Release time granted pursuant to this agreement shall only be for members of the CASE board of directors who are elected officers (i.e., president, vice president, secretary, treasurer) and directors who are members of the executive board, or CASE members designated by the President of CASE who are employed by DOJ, BOE, DIR and DHS.~~
- ~~3. Release time granted pursuant to this agreement shall be without loss of compensation.~~
- ~~4. Release time shall only be requested and approved for organizational (board-level) activity. Organization activity is that which is performed on behalf of CASE and generally affects its membership at large.~~

- ~~5. Employee seeking release time must notify their immediate supervisor and/or the departmental Labor Relations Officer in advance and obtain approval for use of release time. Release time requests shall only be denied for operational reasons.~~

~~CASE recognizes the cumulative effect of this agreement and section 2.1 of the Unit 2 collective bargaining agreement may have on departments with more than one CASE elected officer, steward or representative who work in a single unit. Thus, the amount of time employees are released for organizational and/or representational purposes is affected by the number of CASE directors, stewards, etc., and the amount of release time otherwise used by unit employees for either organizational or representational purposes.~~

~~CASE recognizes that DIR will be continually evaluating the impact of this side letter and may, as a result, propose changes to or the discontinuance of the application of this side letter to DIR during its term. CASE, therefore, agrees upon request of the State to reopen negotiations regarding a successor to this side letter at it pertains to DIR only, to take effect no sooner than July 1, 2001.~~

~~CONFIDENTIAL DESIGNATIONS~~

- ~~6. In addition to the confidential designations provided for in (a) the Petition for Unit Modification executed by the parties September 6, 1999; and, (b) the agreement which allows an additional four (4) confidential designations for the Unemployment Insurance Appeals Board, the State and CASE agree to the following:~~
- ~~A. The Department of Justice shall have seven (7) confidential designations.~~
 - ~~B. The Board of Equalization shall have one (1) confidential designation.~~
 - ~~C. The Franchise Tax Board shall have one (1) confidential designation.~~
- ~~7. The designation referenced in paragraph 6(A) and (B) above shall continue as long as the release time provisions in paragraphs 1-5 remain operative. As a result, the September 6, 1999, Petition for Unit Modification for thirty-six (36) positions shall be considered increased by eight (8) positions as long as the release time provisions in paragraphs 1-5 remain operative.~~
- ~~8. The designation referenced in paragraph 6(C) shall continue until such time as the parties mutually agree that it shall be discontinued. It shall be considered an addition to the parties September 6, 1999, Petition for Unit Modification. As a result, the September 6, 1999, Petition for Unit Modification for thirty-six (36) positions shall be increased by one (1).~~

~~CASE AND WORKLOAD WAIVER—Departments of Health Services and Industrial Relations~~

- ~~9. The date, time and number of hearings and cases assigned to Unit 2 employees working for the Departments of Health Services and Industrial Relations shall be determined, and may be changed from time to time by the State. This waiver shall only remain in effect as long as the release time provisions of section 1(B) this side letter regarding DHS and DIR remain respectively operative.~~

Originally signed by 8/4/00

Linda Buzzini Date

Department of Personnel
Administration

Originally signed by 8/04/00

Gary Messing Date

California Attorneys, Administrative Law
Judges and Hearing Officers in State
Employment